

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
OAKLAND DIVISION

IN RE: NATIONAL COLLEGIATE  
ATHLETIC ASSOCIATION ATHLETIC  
GRANT-IN-AID CAP ANTITRUST  
LITIGATION

This Document Relates to:

ALL ACTIONS EXCEPT

*Jenkins v. Nat'l Collegiate Athletic Ass'n*  
Case No. 14-cv-0278-CW

No. 4:14-md-2541-CW

ORDER GRANTING PLAINTIFFS'  
UNOPPOSED MOTION FOR  
PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT

COMPLAINT FILED: March 5, 2014

1 Now before the Court is Plaintiffs' Unopposed Motion for Preliminary Approval of Class  
2 Action Settlement. The Court has considered the parties' papers, relevant legal authority, and the  
3 record in this case, and the Court hereby GRANTS the Motion for Preliminary Approval.

4 WHEREAS, Plaintiffs, on behalf of themselves and on behalf of the proposed Settlement  
5 Classes, and Defendants, National Collegiate Athletic Association, Pac-12 Conference, The Big Ten  
6 Conference, Inc., The Big 12 Conference, Inc., Southeastern Conference, Atlantic Coast Conference,  
7 American Athletic Conference, Conference USA, Mid-American Athletic Conference, Inc.,  
8 Mountain West Conference, Sun Belt Conference, and Western Athletic Conference (collectively,  
9 "Defendants") have agreed, subject to Court approval, to settle the above captioned litigation upon  
10 the terms set forth in the Settlement Agreement as amended by the parties' stipulations filed on  
11 March 1, 2017 and March 21, 2017;

12 WHEREAS, this Court has reviewed and considered the Settlement Agreement entered into  
13 among the parties, as amended by the parties' stipulations filed on March 1, 2017 and March 21,  
14 2017, as well as all exhibits thereto, the record in this case, the briefs and arguments of counsel, and  
15 supporting exhibits;

16 WHEREAS, Plaintiffs have moved, unopposed, for an order granting preliminary approval of  
17 the Settlement Agreement;

18 WHEREAS, this Court preliminarily finds, for purposes of settlement only, that the action  
19 meets all the prerequisites of Rule 23 of the Federal Rules of Civil Procedure;

20 WHEREAS, all defined terms contained herein shall have the same meanings as set forth in  
21 the Settlement Agreement as amended by the parties' stipulations filed on March 1, 2017 and March  
22 21, 2017;

23 NOW, THEREFORE, IT IS HEREBY ORDERED:

24 1. The Court does hereby preliminarily approve the Settlement Agreement, as amended  
25 by the parties' stipulations filed on March 1, 2017 and March 21, 2017, subject to further  
26 consideration at the final Fairness Hearing described below. All further references to the Settlement  
27 Agreement shall be to the Settlement Agreement as amended in the parties' stipulations.  
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2. A final approval hearing (the “Fairness Hearing”) shall be held before this Court on **November 17, 2017, at 9:00 a.m., at the United States District Court of the Northern District of California, located at 1301 Clay Street, Courtroom 2 – 4th Floor, Oakland, CA 94612**, to determine whether the proposed settlement on the terms and conditions provided for in the Settlement Agreement is fair, reasonable and adequate to the Settlement Classes and should be approved by the Court; whether final judgment should be entered; the amount of fees, costs, and expenses that should be awarded to Plaintiffs’ counsel; and the amount of any service awards to be awarded to the class representatives. The Court may change the day of the Fairness Hearing without further notice to the members of the Settlement Classes.

3. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court preliminarily certifies, for purposes of effectuating this settlement, a Settlement Classes as follows:

**Division I FBS Football Class:** All current and former NCAA Division I Football Bowl Subdivision (“FBS”) football student-athletes who, at any time from March 5, 2010 through the date of Preliminary Approval (defined herein) of this Settlement, received from an NCAA member institution for at least one academic term (such as a semester or quarter) a Full Athletics Grant-In-Aid (defined herein).

**Division I Men’s Basketball Class:** All current and former NCAA Division I men’s basketball student-athletes who, at any time from March 5, 2010 through the date of Preliminary Approval of this Settlement, received from an NCAA member institution for at least one academic term (such as a semester or quarter) a Full Athletics Grant-In-Aid.

**Division I Women’s Basketball Class:** All current and former NCAA Division I women’s basketball student-athletes who, at any time from March 5, 2010 through the date of Preliminary Approval of this Settlement, received from an NCAA member institution for at least one academic term (such as a semester or quarter) a Full Athletics Grant-In-Aid.

“Full Athletics Grant-In-Aid” means either (1) athletically related financial aid for any particular academic term (year, semester, or quarter), in an amount equal to or greater than tuition and fees, room and board, and required course-related books, or (2) athletically related financial aid that was not equal to or greater than tuition and fees, room and board, and required course-related books only because it was reduced by the

1 applicable NCAA member institution by an amount of nonathletically related financial  
2 aid received by the student-athlete.

3  
4 4. The Court approves, as to form and content, the amended notice of the proposed  
5 Settlement Agreement, attached as Exhibit B to the parties' second stipulation amending settlement  
6 agreement filed on March 21, 2017. The Court further finds that the proposed notice campaign and  
7 all forms of notice substantially meets the requirements of Federal Rule of Civil Procedure 23 and  
8 due process, is the best notice practicable under the circumstances, and shall constitute due and  
9 sufficient notice to all persons entitled thereto.

10 5. The Court confirms and appoints Gilardi & Co. LLC as the settlement notice  
11 administrator. The settlement notice administrator shall commence all aspects of the approved notice  
12 campaign, including direct notice mailing, internet notice, dedicated website and press release, as  
13 more fully set forth in the Vasquez Declaration Regarding Implementation of Class Notice Plan, in  
14 accordance with the schedule set forth below.

15 6. The Court approves, as to form and content, the amended Distribution Plan, attached  
16 as Exhibit A to the parties' second stipulation amending settlement agreement filed on March 21,  
17 2017.

18 7. The Court designates Shawne Alston, Nicholas Kindler, Afure Jemerigbe, and D.J.  
19 Stephens as the class representatives for the Settlement Classes.

20 8. The Court designates the following as Class Counsel for the Settlement Classes:  
21 Hagens Berman Sobol Shapiro LLP; and Pearson, Simon & Warshaw, LLP.

22 9. Class Counsel shall file their motion for attorney fees, costs, and service awards, and  
23 all supporting documentation and papers, no later than Tuesday, September 19, 2017.

24 10. Any person who desires to file an objection to the Settlement or request exclusion  
25 from the Settlement Classes shall do so by Tuesday, October 3, 2017, in conformance with the  
26 provisions of the settlement notice as approved above.

27 11. In particular, all written objections and supporting papers, if any, must (a) clearly  
28 identify the case name and number (*In* *Re: National Collegiate Athletic Association*

*Athletic Grant-In-Aid Cap Antitrust Litigation*, Case No. 4:14-md-2541-CW); (b) be submitted to the Court either by mailing them to the Class Action Clerk, United States District Court for the Northern District of California, 1301 Clay Street, Oakland, CA 94612, or by filing them in person at any location of the United States District Court for the Northern District of California; and (c) be filed or postmarked on or before Tuesday, October 3, 2017.

12. Any member of the Settlement Class may enter an appearance in the litigation, at his or her own expense, individually or through counsel of his or her own choice. If the member does not enter an appearance, he or she will be represented by Class Counsel.

13. All members of the Settlement Classes shall be bound by all determinations and judgments in the Lawsuit concerning the Settlement, whether favorable or unfavorable to the Settlement Classes.

14. Class Counsel shall file their motion for final approval of Settlement, and all supporting documentation and papers, no later than Tuesday, October 17, 2017.

15. Class Counsel may file a written response to any objections to the Settlement Agreement, or to the application for attorneys' fees, reimbursement of expenses, and class representative service awards, no later than 14 days before the final Fairness Hearing, or by Tuesday, November 7, 2017.

16. At the Fairness Hearing, Class Counsel shall provide the Court with any updated information available as of that date concerning any requests for exclusion received from the Settlement Classes, any objections received from the Settlement Classes, or any other communications received in response to the notice of settlement.

17. At or after the Fairness Hearing, the Court shall determine whether the Settlement Agreement, the motion for attorney's fees and expenses, and any service awards shall be finally approved.

18. All reasonable expenses incurred in notifying the Settlement Classes and administering the settlement shall be paid as set forth in the Settlement Agreement.

19. Neither the Settlement Agreement, nor any of its terms or provisions, nor any of the

negotiations or proceedings connected with it, shall be construed as an admission or concession by Plaintiffs or Defendants, respectively, of the truth or falsity of any of the allegations made, or of any liability, fault or wrongdoing of any kind.

20. All members of the Settlement Classes are temporarily barred and enjoined from instituting or continuing the prosecution of any action asserting the claims released in the proposed Settlement, until the Court enters final judgment with respect to the fairness, reasonableness, and adequacy of the Settlement.

21. The Court adopts the following schedule proposed in the motion:

| Event  | Deadline  |
|--|---|
| Hearing and order re preliminary approval  | Tuesday, March 21, 2017.  |
| Notice campaign to begin, including internet notice, dedicated website, and press release  | Tuesday, April 4, 2017.<br>[two weeks from preliminary approval order]                        |
| NCAA to request from member institutions potential class member contact information, including permission to use any contact information already collected for those individuals who are also class members in the settlement in <i>In Re: National Collegiate Athletic Association Student-Athlete Concussion Litigation</i> , MDL No. 4292, Master docket No. 1:13-cv-09116 (N.D.IL.) (“NCAA Concussion Settlement”) | Tuesday, April 11, 2017.<br>[three weeks from preliminary approval order]                     |
| Deadline for Defendants’ production to Administrator of class members’ contact information to the extent received  | Tuesday, July 18 2017.<br>[seventeen weeks from preliminary approval order]                   |
| Direct notice mailing to begin   | Tuesday, August 8, 2017.<br>[three weeks from Administrator’s receipt of contact information] |
| Last day for motion for attorneys’ fees, costs, expenses, and service awards   | Tuesday, September 19, 2017.<br>[two weeks before objection deadline]                         |
| Last day to file objections to the Settlement or requests for exclusion from the Classes   | Tuesday, October 3, 2017.<br>[eight weeks from notice mailing]                                |

|        |  |   |
|--------|--|---|
| 1<br>2 | Last day for motion in support of final approval of Settlement | Tuesday, October 17, 2017.<br>[two weeks after objection deadline]  |
| 3<br>4 | Final Fairness Hearing   | Friday, November 17, 2017, at 9:00 a.m.<br>[five weeks after motion for final approval],<br>unless otherwise ordered by the Court |

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22. The Court reserves the right to adjourn, continue or otherwise change the date of the Fairness Hearing without further notice to the members of the Settlement Classes, and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement Agreement. The members of the Settlement Classes are advised to confirm the date of the Fairness Hearing as set forth in the settlement notice. The Court may approve the Settlement Agreement, with such modifications as may be agreed to by the settling parties, if appropriate, without further notice to the Settlement Classes.

14 IT IS SO ORDERED.

15 DATED: March 21, 2017



HONORABLE CLAUDIA WILKEN  
UNITED STATES DISTRICT JUDGE

18 Submitted by:

19 Dated: February 03, 2017

20 HAGENS BERMAN SOBOL SHAPIRO LLP

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